

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEBRASKA**

JET LINX AVIATION, LLC

Plaintiff,

VS.

L & N AERO, LLC,

Defendant.

Case No. 24-cv-_____

COMPLAINT

Jury Demand: NO

Place of Trial: Omaha, Nebraska

COMES NOW Jet Linx Aviation, LLC, and as and for its complaint against L & N Aero, LLC, states and alleges as follows:

PARTIES, JURISDICTION, and VENUE

1. Plaintiff Jet Linx Aviation, LLC (“Jet Linx”) is a Delaware Corporation with its principal place of business in Omaha, Nebraska.

2. Defendant L & N Aero LLC (“Aero”) is a Nevada Corporation with its principal place in Minden, Nevada.

3. This Court has subject matter jurisdiction pursuant to 18 U.S.C. § 1332 because this is a civil action between citizens of separate states and the amount in controversy exceeds \$75,000, exclusive of interest and costs.

4. Defendant has consented to jurisdiction in this forum.

5. Venue is proper in this form because the contract between the parties provides as a material term that actions must be brought in Nebraska. Paragraph 13.6 of the Dry Lease and Aircraft Management Agreement (“Agreement”) between the parties states as follows:

APPLICABLE LAW. The parties hereby acknowledge, consent and agree (i) that the provisions of this Agreement and the rights and relationships of all parties mentioned herein will be governed by the laws of the State of Nebraska and interpreted and construed in accordance with such laws and (ii) that the United States District Court for the District Nebraska and any court of competent jurisdiction of the State of Nebraska will have exclusive jurisdiction in any proceeding instituted to enforce this Agreement, and any objections to venue are hereby waived. All parties to this Agreement specifically consent and agree to

submit to personal jurisdiction in any Nebraska Court where a suit is filed to enforce the obligations of this contract.

6. A true and correct copy of the Agreement is filed as Attachment A to this Complaint.

FACTS AND BACKGROUND

7. Jet Linx and Aero entered into the Agreement on or about October 25, 2021. Under the Agreement, Jet Linx assumed operational control of a 1998 Hawker 800XP, Serial No 258347, N946WT.

8. Failure to pay amounts due within 10 days constitutes a default under the Agreement.

9. Aero is also required by the terms of the agreement to maintain an active method of payment on file with Jet Linx. Aero has failed to comply with this term of the Agreement.

10. Pursuant to the Agreement, past due amounts accrue interest at the rate of 1.5% until paid.

11. Jet Linx has made demand on Aero for payment.

12. Aero has failed and refused to tender payment of the amounts due.

13. Aero has been in default since March, 2023.

14. As of the date of this Complaint Aero owes Jet Linx approximately \$224,757.56, comprised of \$188,737.12 principal and \$36,020.44 interest.

CAUSE OF ACTION

BREACH OF CONTRACT

15. Jet Linx incorporates herein each and every prior statement as if set forth in full.

16. Aero is in breach of the Agreement between the parties and despite demand, has failed and refused to pay the balance due.

17. Aero has been in breach of the Agreement since at least March of 2023.

18. Under the Agreement interest is accruing at the rate of 1.5% per month (18% per annum) and the amount past due is presently accruing interest at the rate of \$109.83 per day.

19. Jet Linx is entitled to be paid all amounts due under the Agreement.

WHEREFORE, Jet Linx requests relief as follows:

- A. An Order finding Aero is in default under the Agreement.
- B. An Order awarding damages of not less than \$188,737.12 plus pre- and post-judgment interest.
- C. Attorneys fees and costs of suit as may be recovered under the applicable law.

Dated this 24th day of April, 2024.

JET LINX AVIATION, LLC

By: /s/ Diana J. Vogt
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